

On October 3, 2022, Plaintiff and nonparty FGT LLC (“FGT”), Plaintiff’s alleged employer, filed a Settlement Agreement (the “Agreement”). As the parties stipulate to therein, Plaintiff agrees to release Defendants, FGT, and nonparty Irena Zolotova, an investor and vice president of FGT, from any and all wage-related claims, as defined in the Agreement, in exchange for \$7,500.00. Settlement Agreement, ECF No. 21. Also on October 3, 2022, Plaintiff’s counsel filed a joint motion seeking Court approval of the Agreement (“*Cheeks* Submission”). ECF No. 22. In particular, the parties write: “the Parties and their counsel have considered that the interests of all concerned are best served by compromise, settlement, and dismissal of these claims in exchange for the consideration set forth in the Agreement.” *Id.* As such, they ask the Court to approve the Agreement as “fair and reasonable” in accordance with *Cheeks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) and *Wolinsky v. Scholastic Inc.*, 900 F. Supp. 2d 332, 335 (S.D.N.Y. 2012) (Furman, J.).

On December 6, 2022, the Honorable Magistrate Judge Vera M. Scanlon held a telephonic status conference, during which the court and the parties reviewed the Agreement and *Cheeks* Submission on the record. *See* December 6, 2022 Proceeding Transcript, ECF No. 25. On July 18, 2023, Judge Scanlon filed a Report and Recommendation (“R&R”) recommending the Court approve the Agreement as fair and reasonable pursuant to *Cheeks* and dismiss Individual Defendants Michael Grant and Mikhail Romanchenko from the case with prejudice. R&R, ECF No. 26 at 1.

Magistrate Judge Scanlon informed the parties any written objections to the R&R had to be filed by August 1, 2023. *Id.* *See* 28 U.S.C. § 636(b)(1); Fed. R. Civ. P. 72(b); *see also Thomas v. Arn*, 474 U.S. 140, 145 (1985) (“[A] party shall file objections with the district court or else waive right to appeal”); *Caidor v. Onondaga Cnty.*, 517 F.3d 601, 604 (2d Cir. 2008) (“[F]ailure to object timely to a magistrate’s report operates as a waiver of any further judicial review of the magistrate’s decision”); *Monroe v. Hyundai of Manhattan & Westchester*, 372 F. App’x 147, 147–48 (2d Cir. 2010) (same). The parties have not objected to the R&R, nor have they otherwise responded to date.

The Court reviews a report and recommendation for clear error when no objections have been filed. *See Covey v. Simonton*, 481 F. Supp. 2d 224, 226 (E.D.N.Y. 2007) (Garaufis, J.). The Court finds no such error here. The Court therefore ADOPTS Magistrate Judge Scanlon’s R&R at ECF No. 26 in its entirety. Accordingly, the Court APPROVES the Settlement Agreement at ECF No. 21 and the *Cheeks* Submission at ECF No. 22.

**SO ORDERED.**

**s/WFK**

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HON. WILLIAM F. KUNTZ, II  
UNITED STATES DISTRICT JUDGE

Dated: September 7, 2023  
Brooklyn, New York